

REQUEST FOR PROPOSAL

for the

CONSULTATION EDUCATION AND TRAINING GRANT PROGRAM

for

Fiscal Year 2016

OPEN COMPETITIVE GRANT PROGRAM FUNDED THROUGH
RESOURCES OF MICHIGAN SAFETY EDUCATION & TRAINING FUND 1310

Issued by the

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

TECHNICAL SERVICES DIVISION

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SECTION I

General Information Regarding CET Grants

I-A PURPOSE

The Michigan Occupational Safety and Health Administration (MIOSHA), as an agent for the State of Michigan, is soliciting grant proposals for the Consultation Education and Training (CET) Grant Program for Fiscal Year 2016. Fiscal Year 2016 (FY2016) begins October 1, 2015 and ends September 30, 2016.

I-B OBJECTIVES

The objectives of the CET Grant Program are to:

1. Increase the number of employers and employees receiving occupational safety and health education training and prevention services.
2. Increase the number of small establishments (with fewer than 100 employees) receiving occupational safety and health education training and prevention services.
3. Encourage the development of strategies different from those being provided by the CET Division for providing occupational safety and health education training and prevention services.
4. Encourage alternative providers of occupational safety and health education training and prevention services for employees and small establishments.
5. Evaluate the effectiveness of the alternative strategies and providers of occupational safety and health education training and prevention services.
6. Increase the exposure of MIOSHA's services available to the public, especially those of the Consultation Education and Training (CET) Division.

I-C PROGRAM FUNDING

Awarding of CET Grant agreements for FY2016 will be based on the availability of funds. If mid-year budget reductions occur, grantees must be prepared to have their funding reduced or eliminated.

The CET Grant program will be subject to matching share requirements. Grant recipients will be expected to match at least 10% of the CET grant award. For example, if the CET grant award is \$70,000, then the matching share will be at least \$7,000, for a total project budget of at least \$77,000. The matching share may exceed 10%. The matching share (including any amount over the 10%) must be documented in the proposal and budget, which would be subject to audit requirements set forth in Section III, General Agreement Provisions, Section 129.

Consideration for funding will be given to projects which provide training and/or assistance in the following targeted industries:

Industries

Beverage and tobacco product manufacturing (NAICS 312)
Primary metal manufacturing (NAICS 331)
Fabricated metal product manufacturing (NAICS 332)
Machinery manufacturing (NAICS 333)
Transportation equipment manufacturing (NAICS 336)
Support activities for transportation (NAICS 488)
Warehousing and storage (NAICS 493)

Hospitals (NAICS 622)
Nursing and residential care facilities (NAICS 623)
Accommodations (NAICS 721)

The maximum award for a CET Grant will be \$100,000 to support activities for FY2016.

Applicants selected for grant award may reapply for funding for subsequent years, depending on the availability and level of appropriations and the results of a program performance evaluation. MIOSHA CET grants are awarded on a year-by-year basis. There is no guarantee for approval beyond the year of awarding. CET grant projects must contain substantial changes in the subject material, topics and/or target audiences.

Proposals will be categorized and attempts will be made to distribute grant funds into three separate areas. One category will be for management/employer organizations, a second grouping will be for labor/employee organizations, and the third group will be for those organizations that do not fit into one of the first two categories. In addition, the focus of the proposal, whether it would serve employers or employees, will also be taken into consideration during the proposal review process. The overall intent of MIOSHA is to fund the projects that have a significant impact on the safety and health in a particular area.

The solicitation of proposals does not commit MIOSHA to recommend award, resulting in a grant. In addition, MIOSHA will not pay any costs incurred in the preparation of a proposal. MIOSHA reserves the right to accept or reject any proposals that are submitted and to negotiate with **all** qualified applicants. Grant agreements with applicants selected for funding will be negotiated in accordance with the general provisions set forth in Section III.

I-D PRIORITY AUDIENCES

The CET Grant Program is designed to serve both employees and employers who are not currently receiving occupational safety and health education and training and prevention services.

Preference will be given to proposed projects that serve audience groups:

1. Whose industry's Total Recordable Cases Incidence Rate is greater than the Michigan Private Industry Total Recordable Cases Incidence Rate of **3.7** as listed in the **Select Michigan Industries by Incidence Rates** (See Appendix A).
2. From establishments where fewer than 100 persons are employed. An establishment is a single physical location or plant (manufacturing) or all production locations within a Standard Metropolitan Statistical Area (non-manufacturing) that need specialized training or services that are not otherwise available.
3. From establishments experiencing high incidence rates of particular injuries.

I-E FUNDED ACTIVITIES

The two primary types of activities to be funded are TRAINING and SERVICES. Proposals may include an emphasis on either on training and/or services.

Applicants are requested to prepare their proposals in a manner that is consistent with the following standardized definitions:

Training Activities: Structured educational program provided to a group of at least five people, and may be one of the three following types:

1. **Presentation:** Includes providing information, primarily in lecture format, up to two hours in length.
2. **Seminar:** Includes two or more hours of instruction, basically an extended presentation in one continuous time period.
3. **Course:** Includes providing instruction, consisting of a series of presentations, two or more hours each, over an extended period of time.

Service Activities: This category may reflect many different kinds of technical help that grantees provide to employers, workers, or organizations and institutions, and may be one of the two following types:

1. **Providing Technical Assistance:** Includes services of a technical nature provided in response to a particular problem involving fewer than five persons and designed to meet the special needs of that recipient, which requires one or more grantee staff hours.

Technical assistance may be provided to employers, workers, or organizations and institutions through telephone conversations, in writing, or in person. Technical assistance could include health or safety monitoring, on-site consultation, problem resolution, discussions with safety committees, etc.

2. **Disseminating Information:** Includes the planned provision of information to target audiences through newsletters or special mailings of educational or technical materials, as well as provisions or written literature in response to requests from target audiences.

Other: If the proposed project includes activities of an educational or service nature that cannot be classified according to the definitions, the applicant should describe the activity in detail and provide a rationale for why it should be funded.

I-F PROGRAM REQUIREMENTS

Applicants should take into consideration the following program requirements when preparing their proposals.

PROJECT PERSONNEL - A key administrator or coordinator must be specified in the grant proposal with a resume for that person provided.

INSTITUTIONAL BASE SALARY DISCLOSURE – The institutional base salary for all key personnel (e.g., project director, project coordinator, training personnel, etc.) must be disclosed.

GRANTS ARE FOR NEW OR EXPANDED ACTIVITIES - CET Grant funds will not be used to subsidize regular ongoing activities. Only new or substantially expanded activities will be funded.

ORGANIZATIONAL OR OTHER GRANT PROJECT DISCLOSURE - Information on current organization projects or grants that closely parallel the proposed CET grant project must be disclosed.

GRANT PROJECTS ARE NONPROFIT - All program income must be applied to project expenses before utilizing grant funds. Grant funds will not be provided for items identified as "for profit." Grant and matching funds can be used for administrative costs associated with the project and shall not exceed 20% of the total project. See Appendix C for Definitions of Allowable Costs by Budget Category. Administrative costs include, but are not limited to, the following items:

1. Project office rent.
2. Heating, air conditioning, and electrical operating costs for project office.
3. Library use.
4. Project office maintenance cost.

Estimated expenditures for administrative costs are to be shown in Table C and Table D by one of the following two methods:

1. Identify each administrative cost item and the estimated expenditures for each item when individual expenditures can be determined.
2. Identify each administrative cost item and when individual expenditures cannot be determined, including a total expenditure of the items. The total expenditure shall not exceed 20% of the total project.

FEES CHARGED FOR ACTIVITIES SPONSORED WITH GRANT FUNDS ARE LIMITED TO REASONABLE AND NECESSARY COSTS. Fees charged for activities sponsored with grant funds are prohibited unless approved in advance by MIOSHA. MIOSHA may approve grantee requests to charge a nominal fee to recover certain limited costs, e.g., facility rental, meal for attendees, training material. The cost for key personnel cannot be recovered through fees charged to program participants. Each request shall be presented in writing and include all proposed charges and fees. Failure to obtain advance approval will result in the disallowance of credit for the activity and denial of the use of any grant funds for purposes of covering any costs attributable to the activity.

GRANT ACTIVITIES MUST NOT INCLUDE MEMBERSHIP DRIVES - No activity subsidized in whole or in part by grant funds will include a direct appeal for membership in any organization. No activity subsidized in whole or in part by grant funds will include efforts to discredit any organization or issue.

GRANT FUNDS MUST NOT BE USED TO PAY LOST-TIME WAGES - Although lost-time pay may be a valuable incentive for worker participation in training, only lost-time wages supplied through in-kind contributions by a grantee will be acceptable.

EQUIPMENT IS LIMITED - Equipment purchased with grant funds is limited to 50% of the total project.

GRANT FUNDS MUST NOT BE USED DIRECTLY OR INDIRECTLY TO PAY FOR LOBBYING ACTIVITIES or devices intended or designed to influence in any manner a member of the Michigan Legislature or Congress to favor or oppose any legislation or appropriation. These activities and devices include, but are not limited to, personal services, advertisements, telegrams, letters or other printed or written material.

SUBCONTRACTS ARE LIMITED - Subcontracts to be executed with grant funds are limited to 20% of the total project (unless approved by the Program Manager).

Unless otherwise provided for in the grant agreement, no subcontract shall be made by the grantee with any other party for furnishing any of the work or services specified by the grant agreement without the prior consent and approval of the Program Manager. Any subcontract entered into subsequent to the execution of the agreement must be annotated "approved by the Program Manager" before it will be compensative under the CET Grant Program.

If the grantee should enter into a subcontract for some portion of the activity covered by the agreement, this agreement will be incorporated by reference into the subcontract and the subcontractor shall be obligated to the same extent as the grantee would be obligated had the grantee performed the work to be performed by the subcontractor.

This provision should not be construed as requiring the approval of contracts of employment between the grantee and personnel assigned for the work defined by the grant agreement.

PROJECT OVERSIGHT IS REQUIRED - A project advisory board or committee must be involved in the on-going management and direction of the project.

COMPLIANCE WITH Licensing and Regulatory Affairs (LARA), ACCESSIBLE VIDEO PRODUCTION POLICY - Applicants must comply with LARA's **ACCESSIBLE VIDEO PRODUCTION POLICY**. A copy of this policy follows this section. Questions on this policy may be directed to LARA Media Office at (517) 373-9280.

EVALUATION COOPERATION REQUIRED - Applicants chosen for funding will be required to cooperate with the CET Grant Administrator in evaluating the program.

TRAVEL REGULATIONS AND EXPENSES - Grantees will conform to the state Standardized Travel Regulations and the state rates for mileage, meals and lodging. (See Appendix B)

INTERNAL ACCOUNTING SYSTEM REQUIRED - An internal accounting procedure that separates and identifies grant expenditures and income from other finances must be adopted. Such a system should leave a clear audit trail.

AUDIT COOPERATION REQUIRED - Applicants selected for funding will be subject to an audit at the end of the project and must cooperate in the completion of the audit. CET grant recipients shall be liable to repay, from other than CET funds, any misappropriation of funds.

PERFORMANCE OBJECTIVES - Specific performance objectives will be negotiated, established and assessed through final evaluation for each applicant selected for funding.

IMMEDIATE IMPLEMENTATION OF GRANT PROJECT - Applicants must supply evidence of the ability to begin program activities within four (4) weeks of grant award.

DELIVERABLES – Grantees are expected to provide the MIOSHA Grant Administrator and the MIOSHA CET consultant monitoring a CET Grant funded training program copies of any and all deliverables created with CET Grant funding.

TRAINING SCHEDULING – Grantees are expected to provide to the MIOSHA Grant Administrator and the MIOSHA CET consultant monitoring a CET Grant funded training program with a 30-day advance notice of the scheduling of all CET Grant funded training when possible.

Organizations that are selected to receive a grant award must have their grant agreement fully signed and returned to MIOSHA by the grant period (October 1, 2015 or when signed and approved by the LARA Director). Expenses incurred and training performed prior to a fully signed agreement will not be accepted as allowable expenses or training.

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
ACCESSIBLE VIDEO PRODUCTION POLICY
(Effective date: 12/1/04, Revised 4/24/2011)

Background:

The MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS uses videos in communicating to internal and external audiences about its mission, programs, products and services. In keeping with Federal and State disabilities rights laws and the value of inclusion, it is the intent of this policy to standardize an approach to the production of video media. For the purpose of the policy, “Accessible” means that a person who cannot see or cannot hear will receive the same information from the video as a person who can hear or who can see.

POLICY:

A. VIDEO CAPTIONING AND AUDIO DESCRIPTION

1. All training and informational video recorded productions which support the Agency’s mission*, regardless of format (VHS, DVD, CD-ROM, Web Clip, etc.) that contain speech or other audio information necessary for the comprehension of the content, shall be open¹ or closed² captioned.
2. All training and informational video recordings which support the agency’s mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described³.
3. Display of presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.
4. Videos to be displayed at meetings, training sessions, etc., are to be captioned or audio described as consistent with the “LARA Procedures for Planning Accessible Meetings and Events.”
5. The Office of Media Technology (OMT) is responsible for implementing this policy and will maintain procedures for producing, commissioning or otherwise procuring video media. Questions on this policy may be directed to LARA Media Office at (517) 373-9280.

* Note: Video recordings intended for internal investigative processes and/or documentation such as depositions, video recorded inspections, etc. are not included in the scope of this policy.

¹ OPEN captions are captions that have been decoded, so they have become an integral part of the television picture, like subtitles in a movie. In other words, open captions cannot be turned off.

² CLOSED captions are captions that are hidden in the video signal, invisible without a decoder.

³ AUDIO Description is the insertion of audio explanations and descriptions of the settings, characters, and action taking place in such media, when such information about these visual elements is not offered in the regular audio presentation.

Special Note: Power Point presentations are not included in the scope of this policy. However, Power Point presentations should be made accessible. For more information, please see www.michigan.gov/disabilityresources. Click on “Accessibility.”

I-G PROGRAM REPORTING REQUIREMENTS

All applicants selected for grant award will be expected to submit the following reports:

Quarterly Activity Report -

The Grant report will specify in detail the progress of the project in terms of the administrative and performance agreements specified in the grant agreement.

Quarterly Financial Status Report -

This report consists of a Grant Funds Report **and** a Matching Funds Report. The grant report will specify in detail the expenditures during each financial period. The Matching Funds Report will provide the amount of matching fund details by category that is expended during each quarter. Quarterly payments will be adjusted according to the unexpended amounts of the proceeding period.

Failure to submit the financial status report and the quarterly activity report will result in a delay/suspension in the disbursement of advances and reimbursements.

QUARTERLY PROJECT EVALUATION REPORTS - Quarterly reports for program evaluation purposes must be submitted. The reports shall include a summary of training and service activities, records and tally of program attendance, and other information. Other evaluation material that may be required will be individually developed in conjunction with Program Manager.

I-H PROCESSING PROPOSALS

This solicitation is being made available to as many interested and qualified nonprofit organizations as is currently feasible. The following procedures will be followed to ensure the timely processing of proposals.

1. Procedure for Submitting Proposals

Proposals must be typewritten, double-spaced, and three-hole punched on the left side.

Four copies of the completed proposals must be submitted to:

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY
AFFAIRS

Michigan Occupational Safety and Health Administration

7150 Harris Drive, P.O. Box 30643

Lansing, Michigan 48909-8143

Attention: Laurie Lorish, CET Grant Administrator

If submitting via an overnight delivery service, please submit to:

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY
AFFAIRS

Michigan Occupational Safety and Health Administration

525 W. Allegan St.

Lansing, MI 48933

Attention: Laurie Lorish, CET Grant Administrator

AND

One copy of the completed proposal in Microsoft Word and/or Microsoft Excel must be submitted electronically to:

lorishl@michigan.gov

The four copies of the hard copy completed proposals must be postmarked on or before Thursday, June 11, 2015, and must be received by Wednesday, June 17, 2015, to be eligible for funding. Electronically communicated proposals for training and services must be received by 3:00 p.m. on Thursday, June 11, 2015, to be eligible for funding.

Each proposal must include:

- a) Proposal Signature Sheet/State of Affiliation (if necessary)
- b) Proposal Narrative
 - (1) Problem Addressed
 - (2) Project Design
 - (3) Project Management
- c) Table A - Summary of Training and Service Activities
- d) Table B - Project Time Flow of Activities
- e) Project Budget Narrative
- f) Table C - Summary of Estimated Expenditures
- g) Table D - Detailed Breakdown of Grant and Matching Expenditures

Proposals received after the deadlines will be returned unopened to the sending organization.

NOTE to Applicants: All documents submitted must be submitted in a Microsoft Word format that includes the Excel tables provided on our website. No substitutions for these forms (Tables A-D) will be accepted. This includes the CET Grant application document submission and also documents submitted in compliance with the execution of a CET Grant (e.g., Quarterly Financial reports). All Quarterly Financial Reports must be filed electronically.

2. Procedures for Review of Proposals

The CET Grant Administrator will check each proposal package for completeness.

The criteria for determining the adequacy of the project proposal include:

- a) The proposal package is complete and in the correct format.
- b) Commitments have been made to cooperate in the evaluation of CET grant projects.
- c) The proposal package does not violate any of the conditions specified in the Consultation Education and Training Grant Agreement Provisions (Section III).

The major criteria for determining the quality of the project proposal include:

- a) Problem Scope
 - b) Project Design
 - c) Project Management
 - d) Resource Management

3. Final Determination of Grant Awards

A MIOSHA review committee will consider the proposals based upon the criteria outlined below and make recommendations to the Director of the MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS. The Director will approve the recommended applicants to receive grant awards depending on availability of funds. All grant applicants will be notified in writing of the final selection.

I-I REVIEW CRITERIA

1. PROBLEM SCOPE

- a) Needs assessment is supported by objective analysis of the occupational safety and health problem.
- b) Seriousness of the problem is documented.
- c) Target audience is defined.
- d) Expected contribution of the proposed project to the solution.
- e) Degree to which the proposed project is a needed supplement to CET Division activities in the area.

2. PROJECT DESIGN

- a) Approach is innovative.
- b) Evidence is presented of cooperation by target audience.
- c) Timeframe is sufficient in consideration of suggested performance.
- d) There is a logical flow from one task to the next in the project delivery.
- e) Design is performance oriented with specific performance objectives; training and technical assistance hours are realistic and projections are explained.
- f) Feasibility of the entire proposed project has been explored.
- g) Immediate implementation is possible.
- h) Design incorporates RFP reporting and evaluation requirements.

3. PROJECT MANAGEMENT

- a) Key personnel are identified, qualified and experienced, or criteria for identification of qualified personnel are established.
- b) Statement of affiliation and commitment from participating groups is secured.
- c) Efficient decision-making structure and communication channel is provided.
- d) Support staff and facility is adequate.
- e) Division of responsibility and performance control is clearly outlined.

4. RESOURCE MANAGEMENT

- a) Resource allocation is aligned with projected performance goals.
- b) Salary and fringe benefits are allocated in proportion to scope of project.
- c) Budget plan is complete and consistent with RFP guidelines.
- d) Grantee's in-kind/matching contribution and the source of contributions are outlined.

SECTION II INSTRUCTIONS FOR PROPOSAL PREPARATION

II-A TRAINING AND SERVICE PROPOSAL FORMAT

Proposals should be **typewritten, double-spaced and three-hole punched on the left side**. Clarity and completeness are essential. Elaborate brochures, bound proposals, or other presentations beyond those sufficient to present a complete and effective proposal are not desired.

Each proposal must provide the following information, in the following order:

1. Proposal Signature Sheet/Statement of Affiliation
2. Proposal Narrative
 - (a) Problem Addressed
 - (b) Project Design with Performance Objectives
 - (c) Project Management
3. Table A - Summary of Training and Service Activities
4. Table B - Project Time Flow of Activities
5. Project Budget Narrative
6. Table C - Detailed Breakdown of Grant and Matching Expenditures
7. Table D - Summary of Estimated Expenditures

[Link to Tables](#)

II-B PROPOSAL NARRATIVE INSTRUCTIONS

1. **Problem Addressed**

Specifically describe the critical occupational safety and health problem(s) that this proposed project is designed to address.

Explain how the proposed project will promote the MIOSHA mission.

The Mission of MIOSHA is to help assure the safety and health of Michigan workers. The vision of MIOSHA is to enhance the quality of life and contribute to the economic vitality in Michigan by serving as an effective leader in occupational safety and health. Through staff and stakeholder commitment and creativity, we will provide:

- Credible, customized and responsive consultation, education and training,
- Firm, fair and targeted enforcement,
- Cooperative agreements with individual employers and employee and
- Employer organizations, and
- Relevant, fact-based standards promulgation.

Describe how the proposed project will augment or expand state programs currently available through the Consultation Education and Training Division.

2. **Project Design with Performance Objectives**

A. Project Summary (2 pages maximum)

1. Describe whether the proposed project will serve primarily employees or employers.
2. Describe training and service activities and intended outcomes of the activities.

3. Describe how the audience groups will represent employees or employers from the Ranked Michigan Industries (see Appendix B).
4. Describe the manner in which training or services will be provided.
- B. Project Performance Objectives
 1. Describe and outline performance goals that will be accomplished through the proposed project.
 2. Describe methods for how each performance objective will be measured.
- C. Project Sponsor
 1. Describe the groups that were involved in identifying the concerns your proposed project is designed to address and the groups involved in planning the proposed activities.
 2. Give a brief history and description of your organization.
 3. Describe how the proposed project activities will augment or expand the current occupational safety and health activities provided by your organization.
 4. Explain the extent to which the proposed project activities are not currently available to the proposed audience groups.
- D. Project Innovation
 1. Describe the unique aspects of the proposed project and the way in which the manner of providing training or services represents an innovative strategy.
 2. Describe how the training and services will be tailored to the particular needs of the audience groups.
 3. Explain the outreach and recruitment efforts that will be used to ensure the proposed audience groups will receive the training and/or services.
- E. Summary of Project Activities
 1. Table A must be completed to reflect the training and service activities that are relevant to the proposed project.
- F. Summary of Project Time Frame
 1. Table B must be completed to reflect a time-flow of activities throughout the duration of the project period.
3. Project Management
 - A. Describe how the project management structure relates to the organizational structure of the sponsoring organization (grantee). Charts may be used.

- B. Describe the staffing plan for the project. Identify key personnel who will provide:
1. Administration or coordination
 2. Instruction
 3. Curriculum development
 4. Technical assistance services
 5. Performance and evaluation recordkeeping
 6. Financial recordkeeping
 7. Other relevant activities
- C. Include a description of the responsibilities and a brief resume for key personnel who have been identified for the project.
- D. Describe the procedures for the ongoing management of the project activities, including supervision of staff, monitoring of operations, and implementation of corrective action.
- E. If an advisory committee is used, then describe the composition of the advisory committee and their responsibility for the ongoing planning, administration, and assessment of the project.
- F. Discuss the commitment to cooperate with performance reporting and evaluation requirements and to assist MIOSHA in collecting, maintaining, and submitting information for project evaluation.

II-C TABLE A, B, C & D INSTRUCTIONS

TABLE A – SUMMARY OF TRAINING AND SERVICE ACTIVITIES TRAINING ACTIVITIES

Title of Training Program - General title of program that will be offered. List as separate training program only if major training content or subject is distinct.

Type of Training - Indicate one of the following:

1. **Presentation** - Includes providing information, primarily in lecture format to five or more people, up to two hours in length.
2. **Seminar** - Includes two or more hours of instruction to five or more people. Basically, this type of instruction would be an extended presentation in one continuous time period.
3. **Course** - Includes providing instruction to five or more people which exceeds two hours in length and is divided into a series of presentations over an extended time period.

Number of Sessions - Enter the total times each training program will be offered to a separate audience group.

Number of Persons - Estimate the average number of persons that are expected to attend each program.

Length of Session - Estimate the average duration of each program in hours.

Total Training Hours - Multiply: number of sessions X number of persons X length of session.

SERVICE ACTIVITIES

Type of Service - Indicate one of the following:

1. Provide Technical Assistance - describe in some detail the nature of service to be provided.
2. Disseminate Information - describe the types of audience and information.

Number of Hours Available - Estimate the amount of time that will be made available by grantee staff for the provisions of each type of service. Do not include travel time.

TABLE B - PROJECT TIME FLOW OF ACTIVITIES

CET Grant Program funds may be used to support activities directly related to the accomplishment of project goals. The following is a partial list of activities that may be supported with grant funds. Applicants should list the activities they plan to engage in and check each month the activity will be performed.

Designate Staff - includes identification, recruitment and hiring of staff to carry out proposed activities.

Train Staff - includes field, on-the-job, classroom, or other training or conference attendance that will enable the grantee staff to competently perform their duties.

Consult with Advisory Committee - An advisory committee is a formal or informal group that meets periodically to assist the grantee in planning, implementing or evaluating the program. The members of the advisory group should be knowledgeable in matters of workplace safety and health, in the kind of activity in which the grantee is involved (for example, an expert in training methods might be included even though he or she did not concentrate on health and safety training), or in other matters directly related to the grantee's activities (e.g. a union representative who could provide guidance on the methods to which union members favorably respond).

Evaluate Program - Any activity that is designed to assess the effectiveness or impact of the grantee's program. This includes cooperation with MIOSHA staff by tabulating participant evaluation of services received and assisting in the design of evaluation instrumentation.

Recordkeeping - includes activities necessary for the on-going financial and activity reporting.

Supervision of Staff - includes monitoring and coordinating grantee staff activities in the field or headquarters to ensure the successful achievement of program objectives.

Scheduling Programs - includes any activity necessary for the coordination of workshops, seminars, or conferences through telephone conversations, written correspondence or in person such as arranging training sites, securing meeting spaces, confirming participant registrations, etc.

Identifying Needs - includes specific activities, such as hazard identification or injury and illness research, undertaken to form objectives or to determine the content of educational and technical assistance activities. Research and surveys are limited to short-term, small-scale studies in support of educational activities.

Develop Materials - includes any activity carried out to develop educational materials for courses, conferences or technical assistance:

- Setting objectives,
- Writing lesson plan
- Searching for existing tests or other teaching materials,
- Developing new courses or teaching materials,
- Carrying out a pilot test of the materials, and
- Updating materials.

Establish Resource Center - includes establishment of a permanent collection of printed materials and/or audio-visual materials available for reference or loan to target populations and grantee staff members.

Plan Activities - Grantees who are in the developmental stage of their programs may engage in planning activities, such as identifying kinds of services to be developed and those to be delivered, identifying resources that will be devoted to the services, and developing a time sequence plan for reaching the target audience.

Grantees may also engage in assessment and reevaluating of services or delivery approach to increase their program effectiveness.

Presentation - includes providing information, primarily in lecture format, up to two hours in length, to a group of at least five persons.

Seminar - includes two or more hours of instruction, basically an extended presentation in one continuous time period, to a group of at least five persons.

Course - Includes providing instruction that may exceed two hours in length and consists of a series of sessions over an extended period of time for five or more persons.

Provide Technical Assistance - includes services of a technical nature provided in response to a particular problem involving less than five persons and designed to meet the special needs of that recipient which requires one or more grantee staff hours. Technical assistance may be provided to employers, workers or organizations and institutions through telephone conversations, in writing or in person.

Disseminate Information - includes the planned provision of information to target audiences through newsletters or special mailings of educational or technical materials, as well as provision of written literature in response to requests from target audience.

TABLE C & D – BREAKDOWN DETAILS OF GRANT AND MATCHING EXPENDITURES AND DETAILED SUMMARY OF GRANT AND MATCHING FUNDS BY QUARTER AND MAJOR CATEGORY

Provide a rationale for the use of project funds for the following purposes:

1. Salaries and Wages
2. Fringe Benefits
3. Travel

Explain the method of estimating the extent of travel required in the course of the proposed project. Cost figures must not exceed state authorized travel rates (see Appendix B).

4. Rent and Utilities

(a) Project Office Space: Describe the currently available facilities to house the project offices and the extent to which project funds will be used to establish such offices not otherwise in current use.

(b) Training Sites: Describe the facilities to be used for educational programs and the extent to which project funds will be used to rent adequate meeting rooms.

5. Office Supplies

Describe the types of supplies to be purchased with project funds.

6. Training Materials

Describe the types of educational materials to be developed or purchased and at what cost.

7. Equipment

Describe the need to purchase or rent equipment and describe how the estimated costs are competitive. **Equipment costs are limited to 50% or less of the total project.**

8. Contractual

Describe the scope of services to be provided through a subcontract agreement and why these services must be purchased contractually. **Contractual costs are limited to 20% or less of the total project.**

9. Other

(a) Indirect Costs: **Costs referred to as indirect or overhead must be detailed.** MIOSHA consideration will be to reduce such costs to minimal levels.

Budget Holdback

Fifteen percent (15%) of the Grant will be withheld until the Grantee submits a Final Report after the conclusion of the Fiscal Year. The Final Report will be in addition to the Fourth Quarter Report. The Fourth Quarter payment as shown on the Grantee's Table C will be a minimum of 15%.

Quarterly Budget Considerations

Grantees must budget their Fourth Quarter Grant payment at a minimum of 15% to cover the 15% holdback. Grantees should estimate their First, Second, and Third Quarterly payments to as close as possible to actual expenses.

Discuss how the budget represents the utilization of funds such that grant funds will not substitute for revenues currently devoted to the same or similar activities currently provided by the sponsoring organization (grantee).

Describe the procedures for fiscal management, including maintenance of separate bank accounts, bookkeeping systems, etc., which will meet the requirements of documentation sufficient for fiscal monitoring or auditing by MIOSHA.

Provide a Detailed Breakdown of Grant and Matching Expenditures (Table C).

Provide a Summary of Estimated Expenditures (Table D) that reflects the planned utilization of grant funds by major category and quarter. In-kind contributions or matching funds should be reflected in Table C.

SECTION III GENERAL AGREEMENT PROVISIONS

III-A. Authority - The Consultation Education and Training Grant Program is authorized by Public Act 154 of 1974, as amended (MIOSHA).

III-B. Definitions - When used in this agreement, the following terms shall have the meanings set forth below:

1. "Employee" means a person permitted to work by an employer.
2. "Employer" means any person, firm, or corporation, including the State and its political subdivisions, agencies, and instrumentalities, and any person acting in the interest of such employer, who or which engages, suffers, or permits a person or persons to work.
3. "Employs" means engages, suffers, or permits a person or persons to work.
4. "Small establishment" means a single physical location or plant (manufacturing) where fewer than 100 persons are employed.
5. "Employee group" means an official, collective organization (e.g., union, central council, local) or an unofficial collection of employees recruited or solicited to participate as a group.
6. "Department" means the MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.
7. "Grant administrator" means the MIOSHA staff to oversee the activities outlined in the grant agreement.
8. "Program Manager" means the designated individual within MIOSHA who is responsible for the general management of the CET Grants Program.
9. "Agreement" means a negotiated grant agreement executed with the grantee that specifies the conditions of program management, fiscal management, program and fiscal monitoring, performance and evaluation agreeable to the department and the grantee.
10. "Key personnel" means any professional staff position listed in the approved grant budget. Included are individuals who provide administration, instruction, curriculum development and technical assistance services.

III-C. Eligible Applicants - Only nonprofit organizations capable of providing safety and health education and training and prevention services to employees or employers, employee or employer groups, especially employees/employers in small establishments are eligible. Applicants may be required to submit evidence of their nonprofit status.

III-D. Assignment – Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

III-E. Changes -

1. The department may at any time by agreement with a grantee make changes in the work to be performed, within the general scope of the agreement. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work specified in the agreement, whether changed or not changed by any such agreement, an equitable adjustment shall be made in the delivery schedule and the agreement shall be modified accordingly. Any claim for adjustment must be requested within 30 days from the date of receipt by the grantee of the notification of change. If the Grant Administrator decides that the facts justify such action, the Grant Administrator may receive and act upon any such claim at any time prior to final payment under the grant award. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of Section 113 below entitled “Disputes.” Nothing, however, shall excuse the grantee from proceeding with the project under the changed agreement.
2. Major changes in project outputs, expenditures, or procedures shall be authorized by the department prior to their implementation. Generally, changes will occur only at the end of a quarter, although they may be submitted at any time.

Changes that involve one or more of the following conditions must receive prior approval from the Grant Administrator:

- (a) Change in key personnel,
- (b) Change in the type of training provided,
- (c) Change in the number of training sessions provided that results in a reduction equal to, or greater than, twenty percent (20%),
- (d) Change in the performance objectives that results in a reduction equal to, or greater than fifteen percent (15%), or
- (e) Change in program expenditures those results in a variation of a particular category of the budget by more than five percent (5%) but less than (10%) of the total project.

All requests for change shall be presented in writing to the Grant Administrator at least three weeks prior to the proposed implementation date. Each request should include an explanation of the reason for and effect of the proposed alteration along with a detailed description of each deviation (i.e. change in time spent on training, movement of funds from one category to another, etc.).

III-F. Collection or Recording of Information - As determined and requested by the department, the grantee shall submit for approval, prior to use, copies of each questionnaire, survey plan, brochure, and training instrument including plans for structured interviews and consultations, and for the collection or dissemination of information. The term “structured interview and consultation” refers to an interview or consultation that follows a pre-designed format that approximates the same format for all respondents interviewed, consulted or counseled.

III-G. Competitive Bidding – The Grantee agrees that all equipment procurement transactions involving the use of state funds in excess of \$2,500.00 shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

III-H. Conduct and Standard of the Work – The department shall measure the amount and quality of work performed by the grantee against the administrative and performance objectives stipulated to by the agreement. Furthermore, applicants that are selected for funding will be required to complete the requirements as stated in their approved proposal. If the requirements are not met, the CET grant award will be reduced in proportion to the amount of requirements that are completed.

III-I. Governing Law - This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

III-J. Termination –

1. Termination for Cause - The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination of Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B. Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

2. Termination of Convenience – The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Grantee must cease performance of the Grant Activities immediately. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

III-K. Disclosure of Information - The grantee shall agree that project reports and conclusions that contain specific references to persons, businesses, or organizations are confidential information of the department and that the conclusions will not be disclosed, in whole or in part, to any unauthorized person without the prior written consent of the grant administrator.

III-L. Dispute Resolution – The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. The Section does not limit the State's right to terminate the Grant.

III-M. Grantee Eligibility for CET Division Services - The grantee shall not be prohibited from requesting the traditional services of the Consultation Education and Training Division during the grant period. Requests, however, shall be reviewed in the context of the department's evaluation design, and the grantee shall not be permitted to use CET services as a means of providing work specified to by the grant agreement as performance expectations of the project.

III-N. Grantee Eligibility for MIOSHA Enforcement Activities - The grantee shall not be exempt from Michigan Occupational Safety and Health enforcement activities as a result of participation in the CET Grant Program, nor shall the grantee be targeted for enforcement activities as a result of participation in the CET Grant Program, except as may be requested by the grantee and specified to in the grant agreement as an element of the project.

III-O. Grantee's Liability Insurance – The State is not liable for any costs incurred by the Grantee before the start date or after the end date of the Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

The Grantee and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

III-P. Illegal Influence -

1. The Grantee certifies, to the best of his or her knowledge and belief that:
 - (a) No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal

grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

III-Q. Grantee Relationship – Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee. The parties shall agree that the grantee, and any agents and employees of the grantee, in the performance of the activities associated with the project and the contractual agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

III-R. Key Personnel -

- 1. The grantee shall be prohibited from the expenditure of state funds for the hiring or contracting of key personnel without prior approval from the Grant Administrator. The grantee shall submit to the Grant Administrator a copy of the resume for the individual being considered.
- 2. The grant agreement shall specify any key personnel or positions to be filled by key personnel. Prior to assigning any key personnel to work activities unrelated to the work specified to under the grant agreement, the grantee shall notify the Grant Administrator reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact of such change on the project. No substitution of key personnel shall be made by the grantee without prior written consent of the Grant Administrator.

III-S. Method of Payment - Payment shall be typically made in four installments. The first payment will be made when the grant agreement has been signed by both the grantee and the department. Subsequent payments will be issued after the previous quarter expenditure and activity reports have been received by the Grant Administrator. Payment may be adjusted to prevent the accumulation of a large unexpended balance by the grantee. Direct reimbursement procedures will be used when quarterly

expenditures exceed the previous quarterly advance, when quarterly advances are delayed because of outstanding expenditure reports or activity reports, or when certain equipment purchases are to be made as discussed in Section 128 entitled Purchase of Equipment. Progressive and final payments shall be subject to the Program Manager approval of the progress of the program and the quality of the work submitted. **Funds for grant projects may not be used for any purpose other than those specified in this agreement.**

III-T. Non-Discrimination – Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et. Seq., Grantee and its subgrantees agree not to discriminate against and employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

III-U. Conflicts and Ethics - Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

III-V. Other Grantees - The department may award other grants for additional related work, and the grantee shall fully cooperate with such other grantees and state employees and carefully fit the project activities to such additional work. The grantee shall not commit or permit any act that will interfere with the conduct of the project by any other grantee or by state employees. This paragraph shall be included in all grant agreements with other grantees of the CET Grant Program with whom the grantee will be required to cooperate. The department shall equitably enforce this paragraph as to all grantees to prevent the imposition of unreasonable burdens on any grantee.

III-W. Program Evaluation Participation - The grantee shall cooperate in the review of proposed evaluation questionnaires, forms and procedures, and participate in the evaluation of the effectiveness of the Consultation Education and Training Grant Program to be designed and conducted by the department. Failure to participate in such evaluation to the extent determined necessary by the department may be deemed grounds for terminating the grant.

III-X. Intellectual Property - License to Grantor

Grantee grants to the Grantor a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Deliverables and related documentation according to the terms and conditions of this Agreement. For the purposes of this license, “site-wide” includes any State of Michigan office regardless of its physical location.

The Grantor may modify the Deliverable and may combine the Deliverable with other programs or materials to form a derivative work. The Grantor will own and hold all copyright, trademarks, patent and other intellectual property rights in a derivative work, excluding any rights or interest in Deliverable other than those granted in this Agreement.

The Grantor may copy each Deliverable to multiple hard drives or networks unless otherwise agreed by the parties.

The Grantor will make and maintain no more than one archival copy of each Deliverable, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the Deliverables in the course of routine backups for the purpose of recovery of contents.

In the event that the Grantee shall, for any reason, cease to conduct business, or cease to support eh Deliverable, the Grantor shall have the right to convert these licenses into perpetual licenses, with rights of quiet enjoyment, but subject to payment obligations not to exceed the then current rates.

III-Y. Purchase of Equipment – The purchase of equipment not specifically listed in the Budget, Attachment B, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

III-Z. Records, Maintenance, Inspection, Examination and Audit - The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee’s premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

III-AA. Unfair Labor Practices – Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

III-AB. Program Requirements - All program requirements as contained in the Request for Proposal (RFP) are incorporated herein by reference unless specifically modified by the grant agreement.

III-AC. General Indemnification – Grantee must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Grantee (or any of Grantee’s employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Grant; (b) any infringement. Misappropriation, or other violation of any

intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Grantee (or any of Grantee's employees, agents, subgrantees, or by anyone else for whose acts any of them may be liable).

The State will notify Grantee in writing if indemnification is sought; however, failure to do so will not relieve Grantee, except to the extent that Grantee is materially prejudiced. Grantee must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Grantee will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

APPENDIX A

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS Michigan Occupational Safety and Health Administration

Select Michigan Industries by Incidence Rates BLS, 2013

Industry Division	NAICS ¹	TRC ²	DART ³
Crop production	111	4.1	2.5
Animal production	112	3.5	2.0
Support activities for agriculture and forestry	115	5.3	3.0
Food manufacturing	311	5.8	3.5
Beverage and tobacco product manufacturing	312	7.3	4.7
Wood product manufacturing	321	7.3	3.4
Paper manufacturing	322	3.6	1.9
Petroleum and coal products manufacturing	324	2.6	1.3
Plastics and rubber products manufacturing	326	5.6	3.3
Nonmetallic mineral product manufacturing	327	2.9	1.7
Primary metal manufacturing	331	5.1	2.6
Fabricated metal product manufacturing	332	6.5	3.0
Machinery manufacturing	333	5.4	2.1
Transportation equipment manufacturing	336	6.8	3.3
Furniture and related product manufacturing	337	4.1	2.3
Miscellaneous manufacturing	339	3.8	1.8
Merchant wholesalers, nondurable goods	424	3.8	2.8
Motor vehicle and parts dealers	441	4.8	2.4
General merchandise stores	452	4.2	2.6
Nonstore retailers	454	2.3	1.3
Air transportation	481	4.8	4.0
Truck transportation	484	7.7	5.2
Support activities for transportation	488	3.8	2.9
Couriers and messengers	492	4.7	3.4
Warehousing and storage	493	3.8	2.6
Rental and leasing services	532	4.2	2.0
Hospitals	622	7.5	2.7
Nursing and residential care facilities	623	8.2	5.1
Social assistance	624	4.2	2.2
Museums, historical sites, and similar institutions	712	4.6	1.8
Amusement, gambling, and recreation industries	713	2.7	1.4
Accommodation	721	4.3	2.6
All industries including State and Local Government		3.8	1.9
Private Industry		3.7	1.8

¹ North American Industry Classification System 2007 Edition

² Incidence rates represent the number of injuries and illnesses per 100 full-time workers.

³ Days-away-from-work cases include those that result in days away from work with or without job transfer or restriction.

APPENDIX B

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS Michigan Occupational Safety and Health Administration

Definition of Allowable Costs by Budget Category

CET GRANT ALLOWABLE EXPENDITURES

(Examples are provided for guidance, other costs may be acceptable)

1. **Wages and Salaries**
Project Administrator
Secretary
Typist
Bookkeeper
Instructor
Technical Specialists
2. **Fringe Benefits** (Applicable to salaried project personnel)
Life Insurance
Dental Expense Benefits
Vision Expense Benefits
Hearing Aid Expense Benefits
Medical Examination Program
Prescription Drug Plan
Pension Program
Severance Pay
Vacation Pay
Social Security
Unemployment Compensation
Workers' Compensation
FICA Taxes
Health Insurance
Sick Leave
3. **Travel** (Please note: Rates shown are approved in-state travel rate as of October 1, 2014).
Grantees will be notified if changes occur for FY2016)

Mileage (Approved State Rate \$.390 maximum)
Lodging (Approved State Rate \$75.00 plus taxes Per Night)
Meals (Approved State Rate: Breakfast \$8.50, Lunch \$8.50, Dinner \$19.00)

The grantee is prohibited from expending state funds for out-of-state travel without prior approval from the department.

4. **Rent and Utilities** (Limited to 20% or less of total project)
Office Space (Sq. Ft.)
Training Site Rentals
Electricity, Gas, Telephone, etc.
5. **Office Supplies**
Stationery, etc.
Printing
Copying
Postage - Bulk and non-Bulk
6. **Training Materials**
Library - Printed Materials
Books and Pamphlets
Notebooks
Reference File
Flipcharts
Visual Aids
Magazines, Periodicals
Video Tapes
Compact Disk (CD)
PowerPoint Presentations
7. **Equipment** (Limited to 50% or less of total project)
Calculator
Computer Equipment
TV/VCR
Desk
Chair
Table
File Drawer, Cabinet (Reference)
Bookcase
Overhead Projector
Easel Pad (flip chart)
Video Camera
8. **Contractual** (Limited to 20% or less of total project)
Consultants
Instructors
Computer Programmers
9. **Other, e.g. Indirect Or Overhead Costs** (Limited to 20% or less of total project)
Building Use Allowance
Equipment Use Allowance
Library Services
Accounting
Computer Processing
Operation and Maintenance
General Administration
Liability Insurance

APPENDIX C

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS Michigan Occupational Safety and Health Administration

PROPOSAL FORMS: TABLES A – D

TABLE A - SUMMARY OF TRAINING AND SERVICE ACTIVITIES					
Michigan Department of Licensing and Regulatory Affairs Michigan Occupational Safety and Health Administration Consultation, Education, and Training Grant Program PO BOX 30643, LANSING MI 48909 - 8143					
INSTRUCTIONS: List training and service activities that will be undertaken to accomplish project goals.	GRANTEE:		THIS FORM IS ISSUED UNDER AUTHORITY OF P.A. 154 OF 1974, AS AMENDED. FAILURE TO FILE WILL RESULT IN NON-CONSIDERATION OF THE GRANT PROPOSAL PACKAGE.		
TITLE OF TRAINING PROGRAM	TRAINING TYPE	NUMBER OF SESSIONS	NUMBER OF PERSONS	SESSION LENGTH (HR's)	TOTAL HRS
					0
					0
					0
					0
					0
					0
					0
					0
					0
				TOTAL HRS	0
TYPE OF SERVICE ACTIVITY					
				NO. OF HRS AVAILABLE	
				NO. OF HRS AVAILABLE	
				NO. OF HRS AVAILABLE	
				NO. OF HRS AVAILABLE	
				TOTAL HRS	0

Michigan Department of Licensing and Regulatory Affairs
Michigan Occupational Safety and Health Administration Consultation, Education, and Training Grant Program
PO BOX 30643, LANSING MI 48909 - 8143

INSTRUCTIONS: LIST ACTIVITIES WHICH WILL BE UNDERTAKEN TO ACCOMPLISH PROJECT GOALS AND CHECK EACH MONTH THE ACTIVITY WILL BE PERFORMED.	GRANTEE: 0	THIS FORM IS ISSUED UNDER AUTHORITY OF P.A. 154 OF 1974, AS AMENDED. FAILURE TO FILE WILL RESULT IN NON-CONSIDERATION OF GRANT PROPOSAL PACKAGE.											
	ACTIVITY	MONTH											
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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TABLE C - BREAKDOWN DETAILS OF GRANT AND MATCHING EXPENDITURES						
GRANTEE:		INSTRUCTIONS:				
0		TO THE RIGHT				
CATEGORY		LINE ITEM DETAIL				
WAGES/SALARIES		POSITION	SALARY PER WEEK	NO. OF WEEKS	% SALARY OF GRANT	TOTAL CHARGED
COMMENTS:						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
WAGES / SALARIES TOTAL GRANT BOX "A"					SALARY TOTAL	\$0
WAGES / SALARIES TOTAL MATCHING BOX "B"					BOX "C"	
FRINGES		TYPE OF BENEFIT	TOTAL SALARIES		FORMULA%	TOTAL CHARGED
COMMENTS:			\$0			\$0
						\$0
						\$0
						\$0
						\$0
						\$0
FRINGE BENEFIT TOTAL GRANT					FRINGES TOTAL	\$0
FRINGE BENEFIT TOTAL MATCHING						
TRAVEL		TOTAL MILES				
COMMENTS:		NUMBER OF MILES	AMOUNT PER MILE		TOTAL CHARGED	
			0.390		\$0	
		LODGING				
		NUMBER OF NIGHTS	AMOUNT PER NIGHT		TOTAL CHARGED	
					\$0	
TRAVEL TOTAL GRANT		MEALS				
		NUMBER OF MEALS	TOTAL AMOUNT		TOTAL CHARGED	
TRAVEL TOTAL MATCHING					\$0	
					TRAVEL TOTAL	\$0

RENT AND UTILITIES		OFFICE SPACE			
COMMENTS:		NUMBER OF MONTHS	MONTHLY AMOUNT	TOTAL CHARGED	
				\$0	
		TRAINING SPACE			
		NUMBER OF MONTHS	MONTHLY AMOUNT	TOTAL CHARGED	
				\$0	
		GAS / ELECTRICITY			
		NUMBER OF MONTHS	MONTHLY AMOUNT	TOTAL CHARGED	
				\$0	
RENT & UTILITIES TOTAL GRANT		TELEPHONE			
		NUMBER OF MONTHS	MONTHLY AMOUNT	TOTAL CHARGED	
RENT & UTILITIES TOTAL MATCHING				\$0	
					TOTAL UTILITIES
OFFICE SUPPLIES		TYPE OF SUPPLIES	COST PER ITEM	TOTAL UNITS	TOTAL CHARGED
COMMENTS:					\$0
					\$0
OFFICE SUPPLIES TOTAL GRANT					\$0
OFFICE SUPPLIES TOTAL MATCHING					TOTAL SUPPLIES \$0
CATEGORY		LINE ITEM DETAIL			
TRAINING MATERIALS		TYPE OF SERVICE	COST PER ITEM	TOTAL UNITS	TOTAL CHARGED
COMMENTS:					\$0
					\$0
					\$0
					\$0
TRAINING MATERIALS TOTAL GRANT					\$0
TRAINING MATERIALS TOTAL MATCHING				TOTAL TRAINING	\$0

EQUIPMENT		TYPE OF SERVICE	COST PER ITEM	TOTAL UNITS	TOTAL CHARGED
COMMENTS:					\$0
					\$0
					\$0
		TYPE OF RENTAL	COST PER ITEM	TOTAL UNITS	TOTAL CHARGED
EQUIPMENT TOTAL GRANT					\$0
					\$0
EQUIPMENT TOTAL MATCHING					\$0
					\$0
		TOTAL EQUIPMENT			\$0
CONTRACTUAL		SCOPE / NATURE OF CONTRACT			TOTAL CHARGED
COMMENTS:					
CONTRACTUAL TOTAL GRANT					
CONTRACTUAL TOTAL MATCHING		TOTAL CONTRACTUAL			\$0
OTHER		SPECIFY			TOTAL CHARGED
COMMENTS:					
OTHER TOTAL GRANT					
OTHER TOTAL MATCHING		TOTAL "OTHER"			\$0
TOTAL GRANT	\$0				
TOTAL MATCHING	\$0				

TABLE D - DETAILED SUMMARY OF GRANT AND MATCHING FUNDS BY QUARTER AND MAJOR CATEGORY							
INSTRUCTIONS:				GRANTEE:			
Provide a summary that reflects the planned utilization of grant and matching funds by major category and quarter.				0			
CATEGORY	TOTAL FUNDS FROM TABLE "C"		ESTIMATED GRANT AND MATCHING EXPENDITURES BY QUARTER				
	GRANTS (G)	MATCHING (M)		FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER
SALARIES AND WAGES			G				
	\$0	\$0	M				
FRINGE BENEFITS			G				
	\$0	\$0	M				
TRAVEL			G				
	\$0	\$0	M				
RENT AND UTILITIES			G				
	\$0	\$0	M				
OFFICE SUPPLIES			G				
	\$0	\$0	M				
TRAINING MATERIALS			G				
	\$0	\$0	M				
EQUIPMENT			G				
	\$0	\$0	M				
CON-TRACTUAL			G				
	\$0	\$0	M				
OTHER			G				
	\$0	\$0	M				
TOTALS			G	\$0	\$0	\$0	\$0
	\$0	\$0	M	\$0	\$0	\$0	\$0